

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

SIGNATOURS CORPORATION,

Plaintiff,

v.

ACCURATE DEVELOPMENT, INC.;  
THOMAS WOLTER, individually,

Defendants.

Civil Action No. 14-cv-1600

COMPLAINT FOR COPYRIGHT  
INFRINGEMENT

JURY TRIAL REQUESTED

Plaintiff Signatours Corporation hereby alleges the following causes of action against Defendants:

**I. PARTIES**

1. Signatours Corporation (“Signatours”) is a Washington corporation having a place of business in Seattle, Washington.

2. Defendant Accurate Development, Inc. (“Accurate”) is a Washington corporation having a place of business at 2409 153<sup>rd</sup> Ave SE, Bellevue, WA 98007.

3. Defendant Thomas Wolter (“Wolter”) is an individual believed to be the sole managing officer of Accurate and resides in this judicial district. On further information and belief, Wolter controls Accurate and all wrongful actions taken by Accurate as described herein were done at the specific direction of Wolter.

## II. JURISDICTION AND VENUE

4. This action arises under the copyright laws of the United States of America, 17 U.S.C. § 101 *et seq.* Jurisdiction over the copyright claims is conferred upon this Court by 28 U.S.C. §§ 1331 and 1338.

5. Venue is proper in this Court pursuant to 28 USC §§ 1391(b) and (c) and 1400(a). Defendants reside in, have transacted business in and have had continuous and systematic contacts with the Western District of Washington. A substantial part of the events or omissions giving rise to the claims occurred in this District.

## III. SIGNATOURS' BUSINESS AND COPYRIGHTS

6. Signatours authors and is the owner of non-stock, high-dynamic range (HDR), commercial photographs of inns, resorts and vacation rental properties. These photographs are typically licensed to management companies for use in marketing and rental of the properties. Signatours is the copyright owner of such high quality photographs to the vacation rental property referred to as "Guy Peak Lodge" and/or "Chamonix Place," located at Snoqualmie Pass, Washington (hereinafter "Chamonix Place photographs"). Signatours secured federal copyright protection of these photographs under U.S. Copyright Registration Nos. VAu001055316, effective January 10, 2011.

7. Without the permission of Signatours, Defendants have copied and published multiple Signatours Chamonix Place photographs in their rental marketing materials on Internet vacation rental websites such as *vrbo.com* and *craigslist.org*. On information and belief, Defendants widely distributed and publicly displayed Signatours' Chamonix Place photographs. Defendants used Signatours' copyrighted photographs for the purpose of marketing and/or renting the property for commercial gain.

8. Defendants have at all relevant times been aware of Signatours' copyrighted photographs. Defendants have no license from Signatours and despite notice of their wrongful activities Defendants deliberately and willfully infringed Signatours' copyrights.

**IV. CAUSE OF ACTION—COPYRIGHT INFRINGEMENT**

9. Signatours realleges the preceding paragraphs of this complaint.

10. By copying, modifying and creating one or more derivative works and/or displaying and distributing Signatours' Chamonix Place photographs, Defendants' actions constitute copyright infringement in violation of 17 U.S.C. § 101 *et seq.*

11. Defendants have facilitated possible infringement of others by failing to display Signatours' work with a credit and copyright notice attached and by publishing the Chamonix Place photographs on the Internet.

12. Defendants have profited from unauthorized use of Signatours' copyrighted work.

13. Defendants had access to Signatours' copyrighted materials and knowledge of Signatours' ownership rights in the Chamonix Place photographs and their infringing activities were deliberate, knowing, willful, and malicious, and were designed to provide Defendants with an economic advantage over Signatours or benefit at Signatours' expense. As a result of Defendants' willfully infringing acts, Signatours has been injured and has suffered damages in an amount to be proved at trial.

14. Signatours claims remedies to which it may be entitled by law, including Defendants' revenues and profits pursuant to 17 U.S.C. 504(b); at Signatours' election and in the alternative, actual damages or statutory damages up to \$150,000 per infringement pursuant to 17 U.S.C. § 504(c); injunctive relief pursuant to 17 U.S.C. § 502; impounding and destruction of infringing articles pursuant to 17 U.S.C. § 503; and attorney's fees and costs pursuant to 17 U.S.C. § 505 and otherwise allowed by law.

**V. PRAYER FOR RELIEF**

WHEREFORE, Signatours prays for the following alternative and cumulative relief:

A. An order preliminarily and permanently enjoining Defendants and all persons in active concert or participation with any of them from copying or creating derivative works based on Signatours' copyrights;

- 1 B. An order, as specifically provided by 17 U.S.C. § 503 and other applicable law,  
2 for seizure to recover, impound, and destroy all things infringing Signatours'  
3 copyrighted materials, including any video, written, or digitally maintained  
4 materials Defendants may possess or have under their control, or under the  
5 control of any of Defendants' respective officers, agents, servants, employees,  
6 attorneys, or any other person acting in concert or participation with Defendants;  
7  
8 C. An order requiring Defendants to file with this Court and serve on Signatours,  
9 within 30 days of service of this order, a report in writing under oath setting forth  
10 in detail the manner and form in which Defendants have complied with the terms  
11 of the ordered relief;  
12  
13 D. Damages in an amount sufficient to compensate Signatours for all injury  
14 sustained as a result of Defendants' wrongful activities, including wrongful  
15 profits of Defendants, as provided under applicable law;  
16  
17 E. Treble the amount of damages recovered by Signatours or other exemplary  
18 damages and all of its litigation expenses, including reasonable attorneys' fees  
19 and costs, as provided under applicable law; and  
20  
21 F. Such other and further relief as the Court may deem just.  
22  
23  
24  
25  
26

RESPECTFULLY SUBMITTED this 17<sup>th</sup> day of October, 2014.

s/David A. Lowe, WSBA No. 24,453  
[Lowe@LoweGrahamJones.com](mailto:Lowe@LoweGrahamJones.com)  
LOWE GRAHAM JONES<sup>PLLC</sup>  
701 Fifth Avenue, Suite 4800  
Seattle, WA 98104  
T: 206.381.3300  
F: 206.381.3301

Attorneys for Signatours Corporation